SERIAL 01120 - RFP ELECTRONIC PRODUCTS AND SERVICES

APRIL 30, 2007
CONTRACT PERIOD THROUGH ~~APRIL 30, 2005~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **ELECTRONIC PRODUCTS AND SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **August 19, 2004.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

DL/mm
Attach

Copy to: Clerk of the Board
                Susan Varscsak, Library District
                Mirheta Muslic, Materials Management

CONTRACT FOR SERVICES PURSUANT TO RFP

<div align="right">SERIAL 01120-RFP ALLDATA</div>

This Contract is entered into this 19th day of August 2004 by and between Maricopa County Library District ("County") and a political subdivision of the State of Arizona, and ALLDATA LLC, a Nevada limited liability company ("Contractor") for the purchase of Electronic Products and Services.

1.0   TERM

    1.1   This Contract is for a term of eight (8) months, beginning on the 19th day of August 2004 and ending the 30th day of April ~~2005~~ **2007**.

    1.2   The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of two (2) additional terms. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0   PAYMENT

    2.1   As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A".

    2.2   Payment under this Contract shall be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the purchase order. Invoices shall contain the following information: contact number, purchase order number, description of services, unit prices, and extended totals and applicable sales/use tax.

3.0   DUTIES

    3.1   The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B."

4.0   TERMS & CONDITIONS

    4.1   INDEMNIFICATION:

        To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, to the extent relating to any claims that the software code (but not content) of the products licensed under this Agreement violates the intellectual property rights of any other party provided that (i) County first promptly gives written notice of the claim, demand or action to the Contractor; (ii) County gives proper assistance to Contractor, at Contractor's sole cost and expense, in connection with the defense and/or settlement; and (iii) Contractor directs, controls, and fully participates in the defense of or any settlement of such claims, demands or action.

        Contractor's obligation to indemnify County does not extend to the negligence or intentional misconduct of the County, its employees, agents, and contractors.

4.2   NOTICES:

All notices, approvals, requests, consents and other communications given pursuant to this Agreement shall be in writing and shall be effective when received if hand-delivered, sent by overnight courier service or sent by United States certified mail, addressed as follows (or to such other address as a party may designate by the giving of proper notice in accordance with this section):

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

ALLDATA LLC
123 S. Front Street, Dept. 8306
Memphis, TN 38103
Attn: SVP-ALLDATA

With copy to:

AutoZone Parts, Inc.
123 Front Street, Dept.8074
Memphis, TN 38103
Attn: General Counsel

4.3   REQUIREMENTS CONTRACT:

Contractor signifies its understanding and agreement by signing this document, that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made. Orders will only be placed when County identifies a need and issues a purchase order.

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

4.4   ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Producer Price Index or by performing a market survey.

4.5   TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such breach continues for more than thirty (30) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.6   STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7   OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8   ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9   SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.10   AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11   RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department at County's expense, shall have the right to examine, said materials once per calendar year during Contractor's normal business hours upon two (2) business days notice. County does not have the right to audit Contractor's parent company or any subsidiaries of Contractor's parent company.

4.12   AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance.

4.13   VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. This clause shall not be construed to grant County rights in the product, the data licensed in the products, or any proprietary information of Contractor that is not directly related to the products licensed to County.

4.15 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied. This Contract includes the license product terms and conditions attached hereto on Exhibit B and the terms contained in any other products ordered by County from Contractor under this Agreement. Such terms shall remain in full force and effect to the extent they do not contradict with the 4 sections of this Agreement. For the purposes of this Agreement, any references to "Services" or "Duties" by Contractor shall mean Contractor's licensing of Contractor's products to County.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

_____
AUTHORIZED SIGNATURE

_____
PRINTED NAME AND TITLE

_____
ADDRESS

_____
DATE

MARICOPA COUNTY

BY: _____   _____
     DIRECTOR, MATERIALS MANAGEMENT   DATE

BY: _____   _____
     CHAIRMAN, BOARD OF SUPERVISORS   DATE

ATTESTED:

_____   _____
CLERK OF THE BOARD   DATE

APPROVED AS TO FORM:

_____   _____
MARICOPA COUNTY ATTORNEY   DATE

EXHIBIT A
PRICING

Vendor Name: **ALLDATA LLC**   Vendor Type (check one): Publisher ____ or Access Provider (VAR) __x__

Product or Service: **ONLINE REFERENCE DATABASES**

This pricing is guaranteed to all of the Member Libraries

LICENSED PRODUCT				
	LOCATIONS			
	1	2 TO 10	10 TO 39	>40
ALLDATA ONLINE	$1,995.00 EACH LOCATION	$1,500.00 EACH LOCATION	$1,320.00 EACH LOCATION	$1,050.00 EACH LOCATION

1. **NO FURTHER DISCOUNTS APPLY**
2. **MEMBER LIBRARY TO SUPPLY CURRENT IP ADRESS FOR EACH LOCATION SUBSCRIPTION**
3. **SERVICE DOES NOT INCLUDE REMOTE ACCESS**

EXHIBIT B
ALLDATA NETWORK LICENSING AGREEMENT

ALLDATA Online Library and Educational product (the "Licensed Product") and other products for particular individuals' automobiles which ALLDATA (collectively the "ALLDATA Products") will distribute electronically to the Library Patrons for access at all terminals at the physical location of the Member Libraries;

1. Chandler Public Library
2. Glendale Public Library
3. Maricopa County Library District
4. Mesa Public Library
5. Peoria Public Library
6. Phoenix Public Library
7. Scottsdale Public Library
8. Tempe Public Library
9. Other (Participant with an Intergovernmental Agreement with Maricopa County pending approval from the LICENSOR)

1.   LICENSE

1.1   Grant of License – ALLDATA hereby grants to Licensee and the Member Libraries, a limited, nonexclusive, non-transferable license to use the Licensed Product, through the Internet format provided, for use only as authorized in this Agreement and solely to provide on-site access to the product for the Library Patrons at Member Libraries. This license grant specifically limits access to ALLDATA's information from within the physical confines of the listed Member Libraries sites and computer systems that contain the authorized Internet Protocol ("IP") addresses attached hereto and from Member Library's registered computers which also must be located within the physical confines of the Member Libraries locations ("the License"). ALLDATA has taken the necessary steps to protect the ALLDATA Products as a trade secret and therefore, Licensee and the Member Libraries acknowledges that the ALLDATA Products are proprietary to ALLDATA, that they constitute a trade secret of ALLDATA and that they are subject to copyright. Licensee and Member Libraries shall use the Licensed Product solely for their own services for Library Patrons pursuant to the terms and conditions of this Agreement and the requirements of ALLDATA. Further, Licensee and Member Libraries shall not knowingly or negligently permit Library Patrons to (i) sublicense, transfer, distribute, provide, copy or otherwise disclose, or make the ALLDATA Products, or any portion thereof, available to third parties without the express written consent of ALLDATA or except as provided in the Terms and Conditions, (ii) modify or prepare derivative works from the ALLDATA Products except as expressly permitted herein; or (iii) reverse engineer, reverse assemble or reverse compile the ALLDATA Products. This License and any ALLDATA Product security information transferred in relation to this Agreement shall be considered Confidential Information of ALLDATA and are subject to the terms of the this Agreement. Any security procedures or other related information submitted to ALLDATA by Licensee shall be considered Confidential Information of Licensee and are subject to the terms of this Agreement. Neither party shall disclose the terms of this Agreement or the Confidential Information without the prior, written consent of the other party. Confidential Information of either party shall not be confidential information if it is i) in the possession of the recipient lawfully prior to the disclosure, ii) the information is publicly available or received from a third party without any obligation of such party to keep the information Confidential. No term or condition of this License shall be deemed as prohibiting ALLDATA from allowing third parties to use the ALLDATA Products to create other network interfaces with the ALLDATA Products.

1.2   ALLDATA hereby grants an exception to the Licensed Product's Terms and Conditions regarding the restrictions of wide area networks on Section 2 of the Terms and Conditions. Section 2 (iv) of the Terms and Conditions shall be superceded by this Agreement. ALLDATA grants Member Libraries permission to access the Licensed Product through the listed Member Libraries' IP addresses specifically identified in Exhibit B for the use as outlined in this Agreement. The grant of permission to Member Libraries to access the Licensed Product shall be contingent on adequate security measures taken by Member Library as outlined in section 2.6 below. ALLDATA agrees

that services will not be unreasonably held or delayed if the adequate security measures are followed. Nothing in this Agreement shall be construed to permit Licensee to permit off-site access to the ALLDATA Products.

2.   LICENSEE'S OBLIGATIONS

2.1   The Member Libraries, through Licensee, represent, warrant, and guarantee that Licensee or Member Libraries shall not knowingly make the ALLDATA Products available by placing the information on a system or otherwise to the general public or any unauthorized user other than at the physical site of the Member Libraries using the Member Libraries' supplied equipment. Member Libraries shall use their best efforts to restrict anyone, including the general public or unauthorized users, access to any of the ALLDATA Products, specifically the Licensed Product, by using any of the Member Libraries' network resources, passwords, or any other access granted under this Agreement unless the user is (i) a Library Patron of the Member Library system, (ii) is physically present at one of the Member Libraries, and (iii) is accessing the Licensed Product using the resources provided by the Member Libraries.

2.2   Member Libraries shall take all reasonable precautions to ensure that any passwords or other means of access to the ALLDATA Products are not given to any other party, other than a necessary employee or agent of Licensee.

2.3   If there are any contradictions other than that addressed in Paragraph 1.2 above between the Terms and Conditions of the Licensed Product now or in the future, this Agreement shall control.

2.4   Unless otherwise terminated as provided herein, the term of this Agreement shall be for a period of one (1) year from the date of execution (the "Initial Term"). The Licensee shall have the option to renew this Agreement for additional one-year periods. Beginning at least six (6) months before the expiration of the Initial Term and each renewal term of this Agreement, the parties agree to commence discussions leading to an extension of renewal of this Agreement. At least ninety (90) days prior to the expiration of the Initial Term, ALLDATA shall deliver to Licensee an invoice for the Fee for the renewal term. Licensee shall have sixty (60) days from receipt of the invoice for the renewal term to notify in writing ALLDATA of its intention to renew this Agreement. Licensee's failure to deliver written notice of renewal shall result in the termination of this Agreement at the expiration of the current term.

2.5   Licensee agrees to pay an initial, up-front, non-refundable fee in accordance with EXHIBIT A for receiving one (1) year's access to the Licensed Product information for its Member Libraries Patrons' use at the Member Library sites, subject to Licensee's receipt of a credit for any Fee previously paid by any Library Members of ALLDATA Products. The Fee shall be paid to ALLDATA within thirty (30) days after the receipt of invoice by Licensee. Failure to pay within thirty (30) days after the receipt of the invoice shall result in the immediate termination of this License and Licensee's right to access the ALLDATA Products. The fees for each year may be adjusted by ALLDATA, as provided in Section 2.4 above. Upon Licensee's renewal of this Agreement, Licensee must pay the then applicable fee within thirty (30) days after ALLDATA receives written notice of Licensee's intent to renew this Agreement in order to continue access to the Licensed Product without interruption for the next, one (1) year license term. Failure to pay the applicable fee shall result in immediate termination of the Agreement and Licensee's right to access the ALLDATA Products at the end of the paid term.

2.6   Pursuant to section 1.2 above, Licensee will take the following security measures to ensure that persons not physically present at the member libraries can not access the licensed products from outside the member library sites:

(a)   The current IP address for each member library which will allow on-site access only to the license products onsite, and

(b)   Throughout the subscription year, Licensee will notify ALLDATA of any changes, additions, and deletions to Member Libraries' IP Addresses, and

(c)   If Licensee learns, from ALLDATA or any other source, that a Member Library has provided for remote access to the Licensed Product, Licensee will notify the

Member Library in writing to cease and desist from providing remote access and will report the information to ALLDATA who may terminate the Member Library's access if the Member Library rails to remedy the breach within thirty (30) days of receiving written notice.

2.7 Licensee will indemnify ALLDATA against, and hold it harmless from, any liability, cost, loss, or expense arising out of any claim, demand, or action alleging that or arising from: a) any alteration, misuse, or misleading character of the ALLDATA Products on the part of Licensee; (b) unpermitted distribution of the ALLDATA Products; c) any violation of governing laws and regulations violated by Licensee; provided that (i) ALLDATA first promptly gives written notice of the claim, demand or action to Licensee; (ii) ALLDATA gives proper assistance to Licensee in connection with the defense and/or settlement; and (iii) Licensee directs, controls, and fully participates in the defense of any settlement of such claims, demands or actions; and (d) any misuse, destruction, damage, and depreciation beyond normal wear and tear of the ALLDATA Products by Licensee. This Section applies to any documentation, software, hardware and manuals, or any portion thereof, in unmodified form, in a form modified by Licensee or ALLDATA or in a form modified by ALLDATA with Licensee's consent and/or assistance. This Indemnification section shall supercede and replace the Licensee's Indemnification obligations in the standard Terms and Conditions attached hereto as Exhibit A.

2.8 Licensee agrees that in the event of any breach of this Agreement regarding any use of the ALLDATA Products, ALLDATA shall be entitled to seek from any court of competent jurisdiction, preliminary and permanent injunctive relief as well as an equitable accounting of all profits or benefits arising from such breach, including reasonable attorney's fees and costs, which rights and remedies shall be cumulative and in addition to any other rights or remedies at law or in equity to which ALLDATA may be entitled. Licensee further agrees that in the event of any breach of this Agreement regarding any use of the ALLDATA Products that results in a copyright infringement, ALLDATA shall be entitled to seek from any court of competent jurisdiction, preliminary and permanent injunctive relief, without the requirement of posting a bond or other security.

3. ALLDATA OBLIGATIONS

3.1 ALLDATA will offer activation and installation support, including assisting with the implementation of the Licensed Product in accordance with ALLDATA's standard support guidelines. ALLDATA shall also provide appropriate training, whether in person or over the phone to Member Libraries' staff relating to the use of the Licensed Product in accordance with ALLDATA's standard customer support. ALLDATA agrees to make available to Licensee any upgrades and improvements to the Licensed Product as soon as they are made available to all other customers of the Licensed Product. The customer support obligations and update obligations in the Section shall be provided to Licensee and Member Libraries at no additional fee and are included in the licensing fee for the Licensed Product.

3.2 ALLDATA acknowledges that during the term of this Agreement Licensee may expand the list of member Libraries by adding additional Member Libraries and ALLDATA agrees, subject to payment of applicable Fees, to reasonably negotiate in good faith an amendment to this Agreement to include any additional Member Libraries requested by Licensee. Such additional Member Libraries will be promptly installed at the rates listed in this Agreement and will be governed by this Agreement. Such amendments shall be valid only if signed by authorized representatives of each party.

3.3 ALLDATA agrees to use its best efforts to maintain the Licensed Product, to keep the Licensed Product in good repair and to provide continuous service. If the Licensed Products fail to operate in conformance with the terms of this Agreement, Licensee will notify ALLDATA and ALLDATA shall promptly use reasonable efforts to restore access to the ALLDATA Products as soon as possible. ALLDATA further agrees that if access to the Licensed Product is not available for a period in excess of forty-eight (48) business hours without regard to failure of any equipment of Licensee or the Internet Service Provider(s) of Licensee, ALLDATA will reimburse Licensee in an amount proportional to the time the Licensed Product was unavailable in relation to the total

Fee paid by Licensee. Such reimbursement will be paid to Licensee within thirty (30) days of the date the access was unavailable.

3.4   ALLDATA agrees to provide the ALLDATA Products to Licensee free from material defects during the Initial Term and any renewal term of this Agreement. ALLDATA does not warrant that the Licensed Product will be error-free or to not have minor problems.

4.   MISCELLANEOUS

4.1   Termination. Either party may terminate this Agreement by providing sixty (60) days prior written notice to the other party. If ALLDATA terminates this Agreement pursuant to this Section 4.1, Licensee will be entitled to a refund of any fees or pro rata portion thereof paid by Licensee for any remaining period of this Agreement from the date of termination.

4.2   Termination for Cause.

(a) Notwithstanding the provisions set forth in Sections 4.2(b) ALLDATA may terminate this access or the service to a particular Member Library for cause at any time upon giving thirty (30) days prior written notice upon the occurrence of any of the following:

(i)   In the event that individual Member Library fails to discharge any obligations or remedy any default under this Agreement within thirty (30) days after written notice of such breach is provided to Member Libraries.

(ii)   In the event that ALLDATA has evidence to reasonably believe that the security of a significant amount of Licensee's Member Libraries has become inadequate and such Member Libraries fail to remedy such breach within thirty (30) days after written notice of such breach is provided to Licensee; or

(iii)   In the event that a Member Library makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium.

(iv)   ALLDATA shall only have the right to refuse the volume program prices under this Agreement and terminate the Agreement if the agreement is terminated pursuant to section 4.2 (ii) above.

(b) Either party may terminate this Agreement if the other party breaches any of its obligations under this Agreement and fails to remedy such breach within thirty (30) days after written notice of such breach is provided by the non-breaching party.

4.3   Notices. All notices, approvals, requests, consents and other communications required to be given hereunder shall be given in writing and shall be delivered either by hand, by certified mail with proper postage affixed thereto, or by facsimile (with confirmation copy sent by registered mail) addressed to the signatory at the mailing address set forth above or such other person and address as may be designated from time to time in writing. All such communications shall be deemed received by the other party upon the earlier of actual receipt or actual delivery.

4.4   This Agreement shall have no choice of law provision. This provision supercedes and replaces the choice of law in section 12 of Exhibit A listing the standard terms and conditions.

4.5   Licensee is exempt from state or local taxes on the purchase of the licenses under this Agreement. Licensee shall only be liable to the extent that the exemption no longer applies during the term of this Agreement. This supercedes and replaces section 4 of the standard terms and conditions on Exhibit A.

4.6   Miscellaneous. This Agreement may not be altered, amended or modified except in writing signed by authorized representatives of each of the parties hereto. This Agreement constitutes the entire agreement between the parties and supercedes all proposals and other communications or

agreements between the parties relating to the subject matter of this Agreement. This Agreement may be executed in counterparts, including facsimiles, each of which shall be deemed an original, and all of which together shall constitute one instrument.

5.   TERMS AND CONDITIONS OF USE FOR ALLDATA PRODUCTS

5.1   License. Subject to these terms and conditions, ALLDATA LLC ("ALLDATA") grants you ("You") a non-exclusive, non-transferable, non-sublicensable license (the "License") to use certain ALLDATA Product(s) (the "Product") which have been provided to You by ALLDATA along with accompanying data (the "Data") and documentation (the "Documentation"). You acknowledge that, as between the parties, ALLDATA retains all rights, title and interest in the Product, Data and Documentation, including without limitation all copyright and trademark rights. You acknowledge that the Software and data constitutes valuable proprietary, confidential and trade secret information of ALLDATA.

5.2   Restrictions. The Product, Data and/or Documentation is to be used solely in connection with Your personal use, and not in connection with the business of any other firm, person, organization or any other commercial use. You must not: (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Product, Data and/or Documentation; (ii) modify, translate, or create derivative works based on the Product, Data and/or Documentation; (iii) copy (except for archival purposes), rent, lease, distribute, assign, or otherwise transfer rights to the Product, Data and/or Documentation; (iv) use, or make available for use, the Product, Data and/or Documentation either (a) on a wide area network or (b) for off-site access; or (v) remove any proprietary notices or labels on the Product, Data and/or Documentation.

5.3   Reproduction of Information. You may view, reproduce and/or print insignificant portions of materials retrieved only from the Products provided (a) the materials are used only for informational, non-commercial purposes and (b) You do not remove or obscure the copyright notices or any other notices. You may print invoices, estimates, and quotations from ALLDATA Products which are required to be printed by law provided that such printing does not include Data from the Products. Except as expressly provided for in this paragraph, no part of the Product, Data and/or Documentation, including, but not limited to, materials retrieved therefrom and the underlying code, may be reproduced, re-published, copied, transmitted or otherwise distributed in any form or by any means. In no event shall materials from the Product, Data and/or Documentation be stored in any information storage and/or retrieval system without the prior written permission of ALLDATA LLC.

5.4   Limited Warranty. ALLDATA warrants that the Product, when delivered to You, will substantially conform to the then-current published specifications, and that the media, if any, on which the Product is delivered will be free of defects of materials and workmanship. ALLDATA HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. ALLDATA MAKES NO WARRANTY WHATSOEVER THAT ANY PRODUCT, DATA OR DOCUMENTATION IS CORRECT. ALLDATA DOES NOT WARRANT THAT YOUR USE OF THE PRODUCT WILL BE UNINTERUPTED OR ERROR-FREE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

5.5   Data Accuracy and/or Completeness. You acknowledge that ALLDATA does not warrant that the data or information is accurate or complete. ALLDATA will make its best effort to provide accurate and complete data; but the volume of information compiled and the variety of sources from which the information comes makes it impossible to warrant accuracy or completeness of any kind. IN NO EVENT WILL ALLDATA BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED WHETHER BY NEGLIGENCE OR OTHERWISE.

5.6   Limitation of Liability. You acknowledge and understand that Data is provided to ALLDATA by third parties and that its availability is beyond ALLDATA's control. In the event the Product or media is defective, then ALLDATA shall replace or correct the defective Product or media. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, ALLDATA'S TOTAL LIABILITY, IF ANY, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, LIABILITY ARISING OUT OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE), WILL BE LIMITED TO THE AMOUNT ALLDATA RECEIVED FOR THE PRODUCT FROM THE RETAILER WHO SOLD THE PRODUCT TO YOU. ALLDATA AND ITS LICENSORS WILL NOT BE LIABLE IN ANY EVENT FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY SUBSTITUTE PROCUREMENT), WHETHER OR NOT FORESEEABLE AND EVEN IF ALLDATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, ALLDATA AND ITS LICENSORS WILL NOT BE LIABLE IN ANY EVENT FOR ANY LOSSES OR DAMAGES TO YOUR OR ANY OTHER VEHICLES WHICH RESULT FROM OR ARE RELATED TO YOUR USE OF THE PRODUCT, DATA AND/OR DOCUMENTATION. IN ADDITION, You acknowledge that it is your responsibility to seek legal counsel to inform yourself of and conform to all legal requirements regarding your business. ALLDATA SHALL NOT BE LIABLE FOR ANY LEGAL INSUFFICIENCY REGARDING THE PRODUCT OR YOUR USE OF THE PRODUCTS AND DATA AND DOES NOT REPRESENT THAT THE PRODUCT IS LEGALLY SUFFICIENT IN ALL 50 STATES OR EVERY NATION THAT THE PRODUCTS ARE DISTRIBUTED INTO. It is Your responsibility to ensure internet service through an independent Internet Service Provider ("ISP") for any online access to any of the Products or Data. ALLDATA SHALL NOT BE LIABLE FOR ANY LACK OF SERVICE OR RESPONSE TIME DELAYS ATTRIBUTED TO Your ISPs.

5.7   Cookies. A cookie is an electronic note created by the product and stored on your computer. You specifically authorize ALLDATA to place a cookie on all computers using the ALLDATA Online Products. The cookies are used to activate special web security features, and to enhance our product performance. While your browser may allow you to reject cookies, access to certain ALLDATA Products require that placement and storage of cookies be enabled on your computer.

5.8   Government Matters. You may not remove or export from the United States or allow the export or re-export of any part of the Product, Data or Documentation, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Product and Documentation licensed in this agreement are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the US. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

5.9   Indemnity. You will indemnify and hold ALLDATA harmless from any damages, liability and losses, and defend ALLDATA against any claim, suit or other proceeding brought against ALLDATA, arising out of or in connection with Your use, copying and distribution of the Product, Data and/or Documentation in violation of this Agreement, provided ALLDATA notifies You of such claim, suit or proceeding and gives You reasonable assistance in the defense thereof. You will pay all damages, costs, losses, and expenses arising from such claim, suit, or other proceeding.

5.10   Termination. This license shall automatically terminate upon any material breach of the terms of this Agreement (or any other agreement between You and ALLDATA) by You. Material breaches shall include, but not be limited to, the breach of any of the terms and conditions set forth herein and Your failure to pay any invoice from ALLDATA by its due date. Upon termination or

expiration of this license for any reason, You shall immediately return to ALLDATA, or destroy (and so certify to ALLDATA), the Product, Data, and Documentation and all copies thereof.

5.11   Miscellaneous. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect. This Agreement is not assignable, transferable, or sublicensable by You except with ALLDATA's prior written consent and subject to payment to ALLDATA of the then-current transfer fee. This Agreement will be governed by and construed in accordance with the laws of the state of California without regard to the conflict of laws provisions thereof. ALLDATA and You hereby waive your right to a jury trial. Both parties agree that the federal, state and local courts of Sacramento County, California, shall have sole and exclusive jurisdiction over any matter arising from or relating to these terms and conditions and/or the license granted hereunder. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. You acknowledge that You have not entered into this agreement in reliance upon any warranty or representation by any person or entity except for the warranties or representations specifically stated herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and You do not have any authority of any kind to bind ALLDATA in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement must be in writing.

5.12   These terms and conditions may be changed by ALLDATA. Continued use of the Software, Data and Documentation constitutes your acceptance of any changes made by ALLDATA to these terms and conditions as they may be amended from time.

ALLDATA LLC., 9412 BIG HORN BLVD, ELK GROVE, CA 95758

PRICING SHEET **S0274 02 / B0604225**

Terms:	NET 30
Vendor Number:	~~621763364~~ **W000001961 X**
Telephone Number:	~~800/829-2258~~ **916/684-5200**
Contact Person:	~~Mauricia Lopez~~ **Derrick Hoelscher**
E-mail Address:	~~wmitchell@alldata.com~~ **hoelsche@alldata.com**
Company Web Site:	www.alldata.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending **April 30,** ~~2005~~ **2007.**

ALLDATA LLC., 9412 BIG HORN BLVD, ELK GROVE, CA 95758